

The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

Phimpha Thepvongsa, et al

Plaintiff,

v.

NO. 2:10-cv-01045-RSL

Regional Trustee Services Corporation; Ocwen
Loan Servicing LLC; Saxon Mortgage
Services, Inc.; Mortgage Electronic
Registration Systems, Inc.; Deutsche Bank
National Trust Company, as Trustee for
Mortgage Stanley ABS Capital I Inc Trust
2007-NC4,

Defendants

DEFENDANT REGIONAL TRUSTEE
SERVICES CORPORATION'S ANSWER
TO PLAINTIFF'S SECOND AMENDED
COMPLAINT

COMES NOW defendant Regional Trustee Services Corporation ("Regional"), by and
through its attorneys of record Robinson Tait, P.S., and hereby answers plaintiff's Second Amended
Complaint as follows:

1. **Paragraph 1.1:** Regional does not contest the jurisdiction or venue of this
Court.

ANSWER TO SECOND AMENDED
COMPLAINT - 1

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1 2. **Paragraph 1.2:** Admit.

2 3. **Paragraph 1.3:** Regional admits the facts averred in the first three sentences of
3 paragraph 1.3. As to the fourth sentence, this is a restatement of Plaintiff's claims and does not need
4 to be answered. Regional does not dispute the Court's jurisdiction in this matter.

5 4. **Paragraph 1.4:** Regional does not possess sufficient knowledge, information, or
6 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
7 contained therein.

8 5. **Paragraph 1.5:** Regional does not possess sufficient knowledge, information, or
9 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
10 contained therein.

11 6. **Paragraph 1.6:** Regional does not possess sufficient knowledge, information, or
12 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
13 contained therein.

14 7. **Paragraph 1.7:** Regional does not possess sufficient knowledge, information, or
15 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
16 contained therein.

17 8. **Paragraph 2.1:** Regional admits the allegations of this paragraph only to the
18 extent that the documents purported to be copies of the original note and three accompanying riders
19 speak for themselves. Regional does not possess sufficient knowledge, information, or belief at this
20 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
21 therein as it was not involved in the loan origination process in any capacity.

22 9. **Paragraph 2.2:** Regional admits the allegations of this paragraph only to the
23

1 extent that the purported copy of the Deed of Trust referred to as "DoT#1" speaks for itself.
2 Regional does not possess sufficient knowledge, information, or belief at this time to answer the
3 allegations of this paragraph, and therefore, denies the allegations contained therein as it was not
4 involved in the loan origination process in any capacity.

5 10. **Paragraph 2.3:** Regional admits the allegations of this paragraph only to the
6 extent that the purported copy of the Assignment of Deed of Trust speaks for itself.
7

8 11. **Paragraph 2.4.1:** Denied.

9 12. **Paragraph 2.4.2:** Regional admits that the Assignment is recorded, but denies that
10 a recorded Assignment of Deed of Trust constitutes a "cloud on title."
11

12 13. **Paragraph 2.4.3:** Regional admits to the extent that the recorded Assignment of
13 Deed of Trust speaks for itself. Regional does not possess sufficient knowledge, information, or
14 belief at this time to answer the allegations contained within the last sentence, and therefore, denies
15 the allegations contained therein as it was not involved in the assignment process in any capacity.
16

17 14. **Paragraph 2.4.4:** Regional admits to the extent that the filed court document
18 speaks for itself. Regional does not possess sufficient knowledge, information, or belief at this time
19 to answer the allegations contained within the last sentence, and therefore, denies the allegations
20 contained therein.

21 15. **Paragraph 2.4.5:** Regional admits to the extent that the recorded Assignment of
22 Deed of Trust speaks for itself. Regional does not possess sufficient knowledge, information, or
23 belief at this time to answer the allegations contained within the last sentence, and therefore, denies
24 the allegations contained therein as it was not involved in the assignment process in any capacity.
25

26 16. **Paragraph 2.4.6:** Regional does not possess sufficient knowledge, information, or
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1 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
2 contained therein as it was not involved in the loan origination process in any capacity.

3 17. **Paragraph 2.4.7:** Regional does not possess sufficient knowledge, information, or
4 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
5 contained therein. To the extent that Plaintiff's conclusions about MERS's admissions in prior
6 litigation are based on the attached documentation, Regional admits insofar as the court files speak
7 for themselves.
8

9 18. **Paragraph 2.4.8:** Regional does not possess sufficient knowledge, information, or
10 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
11 contained therein.
12

13 19. **Paragraph 2.4.9:** Regional denies the legal conclusions contained in this
14 paragraph. As to the factual allegations, Regional does not possess sufficient knowledge,
15 information, or belief at this time to answer the allegations of this paragraph, and therefore, denies
16 the allegations contained therein.
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18 20. **Paragraph 2.5:** Admit insofar as the recorded Appointment of Successor
19 Trustee speaks for itself.

20 21. **Paragraph 2.5.1:** Admit insofar as the recorded Appointment of Successor
21 Trustee speaks for itself.
22

23 22. **Paragraph 2.5.2:** As to the first sentence, Regional admits insofar as the
24 referenced document speaks for itself. As to the second sentence, Regional denies insofar as the
25 Affidavit of Possession of Note was issued before the Appointment of Successor Trustee. Regional
26 is entitled to rely on this Affidavit under Washington law.
27

23. **Paragraph 2.5.3:** Regional incorporates its answers to Paragraphs 2.3 and 2.4 and subparagraphs. With respect to all but the last sentence, Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations contained therein. As to the last sentence, which is a statement of law, Regional is not required to answer.

24. **Paragraph 2.5.4:** Regional admits the allegations in the first sentence insofar as the referenced document speaks for itself. As to the last sentence, Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations contained therein.

25. **Paragraph 2.5.5:** Regional admits the allegations in the first sentence insofar as the referenced document speaks for itself. As to the last sentence, Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations contained therein.

26. **Paragraph 2.5.6:** Regional admits the allegations contained herein insofar as the referenced document (deposition transcript of Scott Walter) speaks for itself.

27. **Paragraph 2.6.1:** Admit.

28. **Paragraph 2.6.2:** Admit.

29. **Paragraph 2.6.3:** Admit.

30. **Paragraph 2.6.4:** Regional incorporates its answers to paragraphs 2.2 through 2.4 above. Regional denies that it recited a false factual statement on NoT #1.

31. **Paragraph 2.6.5:** As to the first sentence, Regional admits insofar as the document speaks for itself. As to the second sentence, Regional denies that the "Beneficiary

Advances” have not been explained to Plaintiff, and admit that Plaintiff requested an explanation and accounting. As to the fourth and fifth sentences, Regional denies. As to the last sentence, which appears to be a legal conclusion, Regional is not required to answer.

32. **Paragraph 2.6.6:** Admit.

33. **Paragraph 2.6.7:** As to the allegations regarding the NoT#1, Regional admits insofar and the document speaks for itself. As to the remainder of the allegations herein, Regional admits with the following clarification based on information provided by Defendant Saxon: the monthly payments due include both principal and interest (\$1,871.52) along with escrow payments every month. The escrow payment in June, 2008 was \$280.40 which, when added to the principal and interest amount, brings the total monthly payment to \$2,151.92 for that month. Thereafter, the escrow payments amounted to \$351.05, resulting in a monthly payment of \$2,222.57.

34. **Paragraph 2.6.8:** As to the allegations regarding the NoT#1, Regional admits insofar and the document speaks for itself. As to the remainder of the allegations herein, Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations contained therein.

35. **Paragraph 2.6.9:** Admit.

36. **Paragraph 2.7.1:** Admit.

37. **Paragraph 2.7.2:** Admit.

38. **Paragraph 2.7.3:** As to the differences between the first and second Notices of Trustee’s Sale, Regional admits insofar as the documents speak for themselves. Regional incorporates its answers to paragraphs 2.2 through 2.4 in answer to remainder of the paragraph.

39. **Paragraph 2.7.4:** As to the differences between the first and second Notices of

1 Trustee's Sale, Regional admits insofar as the documents speak for themselves. As to the
 2 allegations concerning "Beneficiary Advances," Regional incorporates its answer to paragraph 2.6.5
 3 above.

4 40. **Paragraph 2.7.5:** As to the differences between the first and second Notices of
 5 Trustee's Sale, Regional admits insofar as the documents speak for themselves. As to the remainder
 6 of the allegations herein, Regional does not possess sufficient knowledge, information, or belief at
 7 this time to answer the allegations of this paragraph, and therefore, denies the allegations contained
 8 therein.
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10 41. **Paragraph 2.7.6:** Admit.

11 42. **Paragraph 2.8.1:** Regional does not possess sufficient knowledge, information, or
 12 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
 13 allegations contained therein.
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15 43. **Paragraph 2.8.2:** As to Plaintiff's actions, Regional does not possess sufficient
 16 knowledge, information, or belief at this time to answer the allegations of this paragraph, and
 17 therefore, cannot admit or deny the allegations contained therein.
 18

19 44. **Paragraph 2.8.2.1:** Admit insofar as the documents speak for themselves.

20 45. **Paragraph 2.8.2.2:** As to the allegations regarding Ocwen's responsive letter,
 21 Regional admits insofar and the document speaks for itself, although the letter is hearsay and it has
 22 yet to be authenticated. As to the remainder of the allegations, Regional does not possess sufficient
 23 knowledge, information, or belief at this time to answer the allegations of this paragraph, and
 24 therefore, cannot admit or deny the allegations contained therein. As to the last sentence
 25 specifically, Regional has provided Plaintiff with a copy of the Affidavit of Possession of Note
 26
 27

1 declaring that Defendant Deutsche Bank National Trust Company, as Trustee for Morgan Stanley
2 ABS Capital I Inc., MSAC 2007-NC4 is in possession of the original Note.

3 46. **Paragraph 2.8.2.3:** Regional does not possess sufficient knowledge, information, or
4 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
5 allegations contained therein.

6 47. **Paragraph 2.8.2.4:** Admit.

7 48. **Paragraph 2.9:** Regional does not possess sufficient knowledge, information, or
8 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
9 allegations contained therein.

10 49. **Paragraph 2.9.1:** Regional does not possess sufficient knowledge, information, or
11 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
12 allegations contained therein.

13 50. **Paragraph 2.9.2:** Regional does not possess sufficient knowledge, information, or
14 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
15 allegations contained therein.

16 51. **Paragraph 2.9.3:** Regional does not possess sufficient knowledge, information, or
17 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
18 allegations contained therein.

19 52. **Paragraph 2.9.4:** Regional does not possess sufficient knowledge, information, or
20 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
21 allegations contained therein.

22 53. **Paragraph 2.9.5:** Regional does not possess sufficient knowledge, information, or
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28 ANSWER TO SECOND AMENDED
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1 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
2 allegations contained therein.

3 54. **Paragraph 2.9.6:** As to the referenced document, the Saxon letter, Regional
4 admits to the extent that the document speaks for itself, although the contents are hearsay and the
5 document has yet to be authenticated. Regional does not possess sufficient knowledge, information,
6 or belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny
7 the allegations contained therein.

8 55. **Paragraph 2.9.7:** Regional does not possess sufficient knowledge, information, or
9 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
10 allegations contained therein.

11 56. **Paragraph 2.9.7.1:** Regional does not possess sufficient knowledge, information, or
12 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
13 allegations contained therein.

14 57. **Paragraph 2.9.7.2:** Regional does not possess sufficient knowledge, information, or
15 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
16 allegations contained therein.

17 58. **Paragraph 2.9.7.3:** Regional does not possess sufficient knowledge, information, or
18 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
19 allegations contained therein.

20 59. **Paragraph 2.9.8:** Regional does not possess sufficient knowledge, information, or
21 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
22 allegations contained therein.

1 60. **Paragraph 2.9.8.1:** Regional does not possess sufficient knowledge, information, or
2 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
3 allegations contained therein.

4 61. **Paragraph 2.9.8.2:** Regional does not possess sufficient knowledge, information, or
5 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
6 allegations contained therein. The last sentence seems to be a legal conclusion to which no answer
7 is required.

8 62. **Paragraph 2.9.9:** These are conclusions of law and legal allegations not directed
9 at Regional. Thus, Regional is not required to answer. If an answer is necessary, Regional does not
10 possess sufficient knowledge, information, or belief at this time to answer the allegations of this
11 paragraph, and therefore, denies the allegations contained therein.

12 63. **Paragraph 2.9.10:** Regional does not possess sufficient knowledge, information, or
13 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
14 allegations contained therein.

15 64. **Paragraph 2.9.10.1:** This is a conclusion of law and a legal allegation made against
16 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
17 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
18 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
19 therein.

20 65. **Paragraph 2.9.10.2:** This is a conclusion of law and a legal allegation made against
21 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
22 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
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1 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
2 therein.

3 66. **Paragraph 2.9.10.3:** This is a conclusion of law and a legal allegation made against
4 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
5 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
6 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
7 therein.
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9 67. **Paragraph 2.9.10.4:** This is a conclusion of law and a legal allegation made against
10 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
11 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
12 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
13 therein.
14

15 68. **Paragraph 2.9.10.5:** This is a conclusion of law and a legal allegation made against
16 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
17 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
18 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
19 therein.
20

21 69. **Paragraph 2.10:** This is a conclusion of law and a legal allegation made against
22 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
23 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
24 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
25 therein.
26
27

28 ANSWER TO SECOND AMENDED
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1 70. **Paragraph 2.11.1:** Regional does not possess sufficient knowledge, information, or
2 belief at this time to answer the allegations of this paragraph, and therefore, denies the allegations
3 contained therein.

4 71. **Paragraph 2.11.2:** This is a conclusion of law and a legal allegation made against
5 other defendants and not directed at Regional. Thus, Regional is not required to answer. If an
6 answer is necessary, Regional does not possess sufficient knowledge, information, or belief at this
7 time to answer the allegations of this paragraph, and therefore, denies the allegations contained
8 therein.

9 72. **Paragraph 2.11.3:** To the extent that the paragraph references publically filed
10 documents, Regional admits insofar as the filed documents speak for themselves. As to the rest,
11 Regional does not possess sufficient knowledge, information, or belief at this time to answer the
12 allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein.

13 73. **Paragraph 2.11.3.1:** To the extent that the paragraph references publically filed
14 documents, Regional admits insofar as the filed documents speak for themselves. As to the rest,
15 Regional does not possess sufficient knowledge, information, or belief at this time to answer the
16 allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein.

17 74. **Paragraph 2.11.3.2:** To the extent that the paragraph references publically filed
18 documents, Regional admits insofar as the filed documents speak for themselves. As to the rest,
19 Regional does not possess sufficient knowledge, information, or belief at this time to answer the
20 allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein.

21 75. **Paragraph 2.11.3.3:** To the extent that the paragraph references publically filed
22 documents, Regional admits insofar as the filed documents speak for themselves. As to the rest,
23

1 Regional does not possess sufficient knowledge, information, or belief at this time to answer the
2 allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein.

3 76. **Paragraph 2.11.3.4:** Regional is not required to answer this exposition of Plaintiff's
4 legal theory. Moreover, Regional does not possess sufficient knowledge, information, or belief at
5 this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
6 allegations contained therein.

7
8 77. **Paragraph 2.12.1:** Regional does not possess sufficient knowledge, information, or
9 belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the
10 allegations contained therein.

11
12 78. **Paragraph 2.12.2:** To the extent Plaintiff references the pooling and servicing
13 agreement, Regional admits only insofar as the purported document speaks for itself though it has
14 yet to be authenticated. As to the rest, Regional does not possess sufficient knowledge, information,
15 or belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny
16 the allegations contained therein.

17
18 79. **Paragraph 2.12.3:** The phrase "strict compliance" seems to be a legal conclusion,
19 which Regional is not required to answer. Moreover, Regional does not possess sufficient
20 knowledge, information, or belief at this time to answer the allegations of this paragraph, and
21 therefore, cannot admit or deny the allegations contained therein.

22
23 80. **Paragraph 2.12.4:** To the extent Plaintiff references the pooling and servicing
24 agreement already referenced, Regional admits only insofar as the purported document speaks for
25 itself though it has yet to be authenticated. As to the rest, Regional does not possess sufficient
26 knowledge, information, or belief at this time to answer the allegations of this paragraph, and
27

therefore, cannot admit or deny the allegations contained therein.

81. **Paragraph 2.12.5 [Misnumbered in Complaint as 2.12.4]:** Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein. Should an answer be required, Regional admits that it had not seen any responsive documents to Plaintiff's requests at the time Regional cancelled the trustee sale.

82. **Paragraph 2.12.6 [Misnumbered in Complaint as 2.12.5]:** Regional admits only to the extent that the documents filed with the Court speak for themselves.

83. **Paragraph 2.12.7 [Misnumbered in Complaint as 2.12.6]:** Regional does not possess sufficient knowledge, information, or belief at this time to answer the allegations of this paragraph, and therefore, cannot admit or deny the allegations contained therein.

84. **Paragraph 2.12.8 [Misnumbered in Complaint as 2.12.7]:** This appears to be a recital of Plaintiff's legal theory. Thus, Regional is not required to answer. Nonetheless, Regional provided Plaintiff with the Affidavit of Possession of Note as indicated in answer to paragraph 2.8.2.2 above.

85. **Paragraph 2.13.1:** This is a recital of Plaintiff's request for documentary proof, and no answer is required.

86. **Paragraph 2.13.2:** This paragraph is in the nature of a request for production, and not a factual allegation. Regional is not required to answer.

87. **Paragraph 2.13.3:** This paragraph is in the nature of a request for production, and not a factual allegation. Regional is not required to answer.

88. **Paragraph 2.13.3.1:** This paragraph is in the nature of a request for production, and

1 not a factual allegation. Regional is not required to answer.

2 89. **Paragraph 2.13.3.2:** This paragraph is in the nature of a request for production, and
 3 not a factual allegation. Regional is not required to answer. Nonetheless, Regional provided
 4 Plaintiff with the Affidavit of Possession of Note as indicated in answer to paragraph 2.8.2.2 above.

5 90. **Paragraph 3.1.1:** Regional incorporates its answers to paragraphs 1.1 through
 6 2.13.
 7

8 91. **Paragraph 3.1.2:** As to the claim that Regional violated RCW 61.24 et seq.,
 9 Regional Denies. As to the “warnings” by Attorney General McKenna, Regional admits insofar as
 10 the attached document (Plaintiff’s Exhibit 2AC12) speaks for itself, though it is hearsay and has yet
 11 to be authenticated.
 12

13 92. **Paragraph 3.1.2.1:** As to the “warnings” by Attorney General McKenna, Regional
 14 admits insofar as the attached document (Plaintiff’s Exhibit 2AC12) speaks for itself, though it is
 15 hearsay and has yet to be authenticated.
 16

17 93. **Paragraph 3.1.2.2:** Denied.

18 94. **Paragraph 3.1.3:** Denied. Regional provided Plaintiff with the Affidavit of
 19 Possession of Note as indicated in answer to paragraph 2.8.2.2 above.

20 95. **Paragraph 3.1.4:** As to the “warnings” by Attorney General McKenna, Regional
 21 admits insofar as the attached document (Plaintiff’s Exhibit 2AC12) speaks for itself, though it is
 22 hearsay and has yet to be authenticated. As to the rest, Regional denies.
 23

24 96. **Paragraph 3.1.5:** This is a recitation of Plaintiff’s legal theory, and Regional is
 25 not required to answer.

26 97. **Paragraph 3.2:** This paragraph and subparagraphs direct a claim for relief
 27

1 against another defendant. Thus, Regional is not required to answer.

2 98. **Paragraph 3.3:** Regional is not liable to Plaintiff and does not owe Plaintiff any
3 damages because Regional did not violate RCW 61.24 et seq.

4 99. **Paragraph 3.4.1:** Regional incorporates its answers to paragraphs 1.1 through
5 2.13 above.

6 100. **Paragraph 3.4.2:** Regional did not violate 12 U.S.C. § 2607(b) as it transcribed
7 the beneficiary advances as reported to it by the foreclosing financial institution. Regional took no
8 part in accruing the beneficiary advances.

9 101. **Paragraph 3.4.3:** Regional did not violate 12 U.S.C. § 2607(b) as it transcribed
10 the beneficiary advances as reported to it by the foreclosing financial institution. Regional took no
11 part in accruing or charging the beneficiary advances.

12 102. **Paragraph 3.4.4:** This paragraph directs a claim for relief against another
13 defendant. Thus, Regional is not required to answer.

14 103. **Paragraph 3.4.5:** This paragraph directs a claim for relief against another
15 defendant. Thus, Regional is not required to answer.

16 104. **Paragraph 3.4.6:** This paragraph directs a claim for relief against another
17 defendant. Thus, Regional is not required to answer.

18 105. **Paragraph 3.4.7:** This paragraph directs a claim for relief against another
19 defendant. Thus, Regional is not required to answer.

20 106. **Paragraph 3.5.1:** Regional denies that it is liable to Plaintiff for damages of any
21 kind under 12 U.S.C. § 2605 or § 2607.

22 107. **Paragraph 3.6.1:** Regional incorporates its answers to Paragraphs 1.1 through
23

2.13.

108. **Paragraph 3.6.2:** Regional denies it is a debt collector as it is defined by the courts of the 9th Circuit. Regional denies that it violated 15 U.S.C. § 1692. Regional ceased foreclosure activities when it did not receive and did not see any responses to Plaintiff's dispute and validation letters.

109. **Paragraph 3.6.3:** This paragraph directs a claim for relief against another defendant. Thus, Regional is not required to answer.

110. **Paragraph 3.6.4:** This paragraph directs a claim for relief against another defendant. Thus, Regional is not required to answer.

111. **Paragraph 3.6.5:** Regional denies that it is liable to Plaintiff for damages of any under 15 U.S.C. § 1692 et seq.

112. **Paragraph 3.7:** This paragraph directs a claim for relief against another defendant. Thus, Regional is not required to answer.

113. **Paragraph 3.8.1:** Regional incorporates its answers to paragraphs 1.1 through 2.13 above.

114. **Paragraph 3.8.2:** Regional denies that it violated the Washington Consumer Protection Act (CPA). The last sentence of this paragraph is a restatement of law, and requires no answer from Regional.

115. **Paragraph 3.8.2.1:** Regional denies generally that it conducted unfair or deceptive acts.

1 116. **Paragraph 3.8.2.2:** This paragraph appears to be a restatement of the law and thus
 2 no answer is required. To the extent one is required, RCW 19.86.010 and the interpreting case law
 3 speak for themselves.

4 117. **Paragraph 3.8.2.3:** Regional admits insofar as the content of its web site and
 5 advertising and marketing materials speak for themselves. As for the rest, Regional denies generally
 6 that it acted in bad faith.

7 118. **Paragraph 3.9.1:** Regional denies that it is liable to Plaintiff for damages of any
 8 kind under RCW 19.86 et seq.

9 119. **Paragraph 3.9.2:** Regional denies that it is liable to Plaintiff for damages of any
 10 kind under RCW 19.86 et seq.

11 120. **Paragraph 3.10:** This paragraph directs a claim for relief against another
 12 defendant. Thus, Regional is not required to answer. Moreover, this claim is moot as Regional is no
 13 longer conducting a foreclosure on the subject property.

14 121. **Paragraph 3.11:** This paragraph directs a claim for relief against another
 15 defendant. Thus, Regional is not required to answer. Moreover, this claim is moot as Regional is no
 16 longer conducting a foreclosure on the subject property.

17 122. **Paragraph 3.12:** This paragraph and subparagraphs direct a claim for relief
 18 against another defendant. Thus, Regional is not required to answer. Regional denies to the extent
 19 that this paragraph is a recitation of Plaintiff's legal theory without a claim stated therein. Regional
 20 incorporates its answers to paragraphs 1.1 through 2.13 above. Regional has provided Plaintiff with a
 21 copy of the Affidavit of Possession of Note indicating Deutsche Bank National Trust Company, as
 22 Trustee for Morgan Stanley ABS Capital I Inc., MSAC 2007-NC4.

123. **Paragraph 3.13:** This paragraph purports to direct a claim for relief against another defendant. Thus, Regional is not required to answer. Regional denies to the extent that this paragraph is a recitation of Plaintiff's legal theory without a claim stated therein.

124. **Paragraph 3.14:** This paragraph directs a claim for relief against another defendant. Thus, Regional is not required to answer.

125. **Paragraph 3.15:** Regional denies that Plaintiff is entitled to declaratory relief against it. Moreover, a claim for declaratory relief voiding Regional's "actions" is unnecessary as notices of trustee's sale expire on their own terms per RCW 61.24 et seq. Additionally, this claim is moot as to Regional because it is has cancelled the trustee's sale and is no longer the trustee.

126. **Paragraph 3.16:** As regards this paragraph and all subparagraphs, Regional denies that Plaintiff is entitled to injunctive relief against Regional. A claim for permanent injunction is moot as to Regional because it is has cancelled the trustee's sale and is no longer the trustee.

LEAVE TO AMEND

The above answers are based on the facts currently known to Regional. Regional Defendants reserve the right to amend their answers based on facts later discovered, pled or offered.

AFFIRMATIVE DEFENSES

As and for the affirmative defenses to the claims in Plaintiff's complaint, and based on the knowledge available to them to date, Answering Defendants alleges as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

1 Plaintiff's Complaint and each cause of action therein may be barred, in whole or in part, to
2 the extent Plaintiff has waived or are estopped from, or are barred by the doctrine of laches from,
3 asserting such causes of action.

4
5 **THIRD AFFIRMATIVE DEFENSE**

6 Plaintiff's damages, if any, are the result of Plaintiff's own acts or omissions in failing to take
7 reasonable steps to protect his own interest.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 Plaintiff's damages, if any, are the result of third parties over which Answering Defendants
10 have no control.

11
12 **FIFTH AFFIRMATIVE DEFENSE**

13 Plaintiff has failed to mitigate their damages, if any.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 Regional complied with all applicable foreclosure statutes and regulations.

16
17 **RESERVATION OF COUNTERCLAIMS/CROSS-CLAIMS**
18 **AND THIRD-PARTY CLAIMS**

19 Answering Defendants reserves the right to amend their answers, raise additional affirmative
20 defenses and/or bring cross-claims, counter-claims, and third-party claims based on facts later
21 discovered, pled, or offered.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Answering Defendants pray for relief as follows:

- 25 1. Plaintiff takes nothing by way of their Complaint;
26 2. Dismissal of the Plaintiff's Complaint with prejudice;
27

1 3. An award of fees and costs incurred in defending this action; and,

2 5. Such other relief as the Court deems just and equitable.

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4
5 DATED this 6th day of December, 2011.

6
7 /s/ Nicolas A. Daluiso
8 Nicolas A. Daluiso, #23505
9 Ryan M. Carson, #41057
10 Attorneys for Regional Trustee
11 Services Corporation
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